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2
3 BILL NO. R-76-02-28

4 RESOLUTION NO. R-12-76

5 A RESOLUTION approving a contract between
6 the Redevelopment Department and the City
of Fort Wayne for purchase of real estate

7 BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 That the contract dated November 18, 1975 between the
10 City of Fort Wayne, by and through its Mayor and the Department of
11 Redevelopment for the purchase of the following described real
12 estate:

13 Block 52 (Lots Numbered 713 through 720) in Samuel Hanna's
14 Addition, an Addition to the City of Fort Wayne

15 Together with alleys between or adjacent to the aforesaid
lots.

16 A portion of Block 57 described as Lots 83, 84 and 85 in
17 Rockhill and Nelson's Addition, an addition to the City
18 of Fort Wayne and Lots 8, 9 and 10 in Jones Addition, an
Addition to the City of Fort Wayne.

19 Also, Lot Numbered Two (2) in McMakin's Addition, des-
cribed as follows:

20 Commencing at the Northwest corner of said lot, said
21 point being at the intersection of the East line of the
22 Alley in the rear of said lot and the South line of Lavina
23 Avenue, thence South along the East line of said alley,
being the West line of said lot, ten (10) feet; thence
24 Easterly 26.8 feet to a point on the North line of said
lot Twenty-Five (25) feet South of the place of beginning
thence northwesterly with the North line of said Lot to the
place of beginning

25 for a total cost of \$65,000.00 from Community Development Grant
26 monies, as set forth in said contract, is hereby in all things
27 ratified, confirmed and approved.

28
29 Vivian A. Schmidt
Councilman

30
31
32
33 APPROVED AS TO FORM
34 AND LEGALITY,
35 M. S. Sartin
CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____, and duly adopted: read the second time by title and referred to the Committee on _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: _____ CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage.
Passed (last) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VIT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-24-76 Charles W. Platterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 9-12-76 on the 24th day of February, 1976.

ATTEST: (SEAL)

Charles W. Platterman
CITY CLERK

James Schin
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 1976, at the hour of 3:00 o'clock P. M., E.S.T.

Charles W. Platterman
CITY CLERK

Approved and signed by me this 25th day of February, 1976, at the hour of 6:00 o'clock P. M., E.S.T.

Robert Edmondson
Mayor

Date 1/9/76

TO THE CITY CONTROLLER:

The COMMUNITY DEVELOPMENT & PLANNING
(Department)

requests that an appropriation ordinance be prepared and submitted to the City Council authorizing the transfer of \$ 65,000 from

Account No. 95-950-731 Title Community Development to
Grant

Pay Redevelopment Commission for the purchase of .

parcels #1, 3 and 4 and close the Neighborhood Development Program package
which would give the City of Fort Wayne title to this land.

Department Head or Board Member

Directions -- Departments requesting transfer of funds from one account to another, or for the appropriation of funds from the unexpended balance of the General Fund must fill out this form in duplicate, and send both the original and one copy to the Controller's Office. It is suggested that a third copy be made and retained by the department originating the request. The Controller's office will retain one copy of the form and send the other to the City Attorney which will be his authorization to prepare the appropriation ordinance. Please send the request for transfer of funds to the Controller as early as possible, and at least one week should be allowed for the City Attorney to prepare the appropriation ordinance and the City Clerk to enroll it for the next Council meeting.

AGREEMENT BETWEEN THE CITY OF FORT WAYNE,
DEPARTMENT OF REDEVELOPMENT, AND THE CITY
OF FORT WAYNE, COUNTY OF ALLEN, STATE OF
INDIANA

THIS AGREEMENT (hereinafter called "Agreement") made on or as of the 18th day of November, 19 75, by and between the City of Fort Wayne, Department of Redevelopment, a [public body corporate and politic] of the State of Indiana (hereinafter called "Agency") having its offices in the City-County Building, in the City of Fort Wayne, State of Indiana, and the City of Fort Wayne, a [public body corporate and politic] of the State of Indiana (hereinafter called "Public Body") having its offices in the City-County Building, in the City of Fort Wayne, State of Indiana, WITNESSETH:

WHEREAS, in furtherance of the objectives of the Redevelopment of Cities and Towns Act of 1953 of the State of Indiana, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of Fort Wayne (hereinafter called "City"), and in this connection is engaged in carrying out an urban renewal project known as the "Neighborhood Development Program (IND. A-14)" (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency an Urban Renewal Plan for the Project consisting of the Urban Renewal Plan dated March, 1973, and approved by the City Council of the City on March 27, 1973, as amended by Amendment No. 1 thereof, dated March, 1974, and approved by such Council on July 23, 1974 (which Plan, as so amended, and as it may hereafter be further amended from time-to-time pursuant to law, and as so constituted from time-to-time, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"); and a copy of the Urban Renewal Plan, as constituted on the date of the Agreement,

has been recorded among the land records for the place in which the Project Area is situate, namely, in the Office of the Recorder of the County of Allen as Instrument No. 73-10808 and as Instrument No. 75-23336; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan, and particularly to make land in the Project Area available (after acquisition and clearance by the Agency) for redevelopment by a public entity for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance to the Agency through a Contract for [Loan and] Capital Grant dated May 23, 1973, in the case of the Federal Government.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and the mutual obligations herein, does hereby covenant and agree with the other, as follows:

ARTICLE I. GENERAL TERMS OF CONVEYANCE OF PROPERTY

Section 1. Sale and Purchase Price. Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell certain real property in the Project Area more particularly described in Schedule B annexed hereto and made a part hereof (which property, as so described, is hereinafter called "Property"), to the Public Body for, and the Public Body will purchase the Property and pay to the Agency therefor, the amount of Sixty-Five Thousand Dollars and No Cents (\$65,000.00), hereinafter called "Purchase Price". Such payment shall be in cash, or by such check as shall be satisfactory to the Agency, at the time and place provided herein.

Section 2. Conveyance. The Agency shall convey to the Public Body, upon payment in full of the Purchase Price by the Public Body, title to the Property by Quit-Claim Deed (hereinafter called "Deed"). Such conveyance shall, in addition to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to: the building code, zoning ordinances, Urban Renewal Plan, and all other ordinances of the City of Fort Wayne and all applicable laws of the State of Indiana.

Section 3. Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Public Body on _____, 19____, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Agency and the Public Body shall accept such conveyance and pay to the Agency at such time and place the Purchase Price.

ARTICLE II. PREPARATION OF PROPERTY FOR REDEVELOPMENT

Section 1. Preparation of Property. The Agency shall, prior to conveyance of the Property and without expense to the Public Body, prepare the Property for redevelopment, which preparation shall consist of the following: (a) removal of all existing structures, and (b) vacation of alleys within the Property to be conveyed--all to the extent directed in writing by the City prior to the delivery of the City's Deed.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Section 1. Construction Required. The Redeveloper will redevelop the Property in accordance with the Urban Renewal Plan and all plans and specifications and all work by the Public Body with respect to such redevelopment of the Property and the construction or the making of other improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws. Upon written request of the Agency from time-to-time, the Public Body will deliver to the Agency, to be retained by the Agency, plans with respect to the Improvements to be constructed or otherwise made by the Public Body on the Property, in sufficient completeness and detail to show that the Improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and the Agreement.

Section 2. Time for Construction. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Public Body for itself and such successors

and assigns, that the Public Body shall maintain said properties in a satisfactory manner as green areas. Satisfactory manner is herein defined as cut and trimmed. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants of the Agreement pertaining to the Improvements shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Public Body, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

Section 3. Report on Progress. Subsequent to conveyance of the Property or any part thereof to the Public Body, and until construction of the Improvements has been completed, the Public Body shall, upon written request of the Agency, make, in such detail as may reasonably be required by the Agency, and forward to the Agency a report in writing as to the actual progress of the Public Body with respect to such construction. During such period, the work of the Public Body shall be subject to inspection by the Agency.

Section 4. Access to Property. Prior to delivery of possession of the Property to the Public Body, the Agency shall permit the Public Body access thereto, whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Public Body shall permit access to the Property by the Agency and the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement.

ARTICLE IV. LAND USES

Section 1. Restrictions on Land Use. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall

contain covenants on the part of the Public Body for itself, and such successors and assigns, that the Public Body, and such successors and assigns, shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, as the same may hereafter be amended [and extended] from time-to-time; and

(b) Not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(c) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

Section 2. Effect of Covenants; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this Article IV shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and the United States (in the case of the covenant provided in subdivision (b) of Section 1 of this Article IV), against the Public Body, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided (a) in subdivision (a) of Section 1 of this Article IV shall remain in effect until March, 2023 (at which time such agreement and covenant shall terminate), and (b) in subdivision (b) of such Section 1 shall remain in effect without limitation as to time.

Section 3. Enforceability by Agency and United States. In amplification, and not in restriction, of the provisions of Section 2 of this Article IV, it is intended and agreed that the Agency shall be deemed a beneficiary of the agreements and covenants provided in Section 1 of this Article IV, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of such Section 1, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the Agency or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subdivision (b) of Section 1 of this Article IV, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 1. Representation As to Redevelopment. The Public Body represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and the Agreement.

Section 2. Prohibition Against Transfer of Property and Assignment.

The Public Body has not made or created, and will not, prior to the proper completion of the Improvements, as certified by the Agency, make or create, or suffer to be made or created, (a) any total or

partial sale, conveyance, or lease of the Property, or any part thereof or interest therein, or (b) any assignment of the Agreement, or any part thereof, or (c) any agreement to do any of the foregoing, without the prior written approval of the Agency. Such approval shall be on such condition as the Agency may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the Agency, of all obligations of the Public Body under the Agreement.

ARTICLE VI. REMEDIES

Section 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall upon written notice from the other proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages therefor, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.

Section 2. Termination by Public Body. In the event that the Agency does not tender conveyance of the Property or possession thereof in the manner and condition, and by the date, provided in the Agreement and any such failure shall not be cured within 120 days after written demand by the Public Body, then the Agreement shall at the option of the Public Body be terminated, and neither the Agency nor the Public Body shall have any further rights against or liability to the other under the Agreement.

Section 3. Termination by Agency. In the event that prior to conveyance of the Property to the Public Body and in violation of

the Agreement, the Public Body (and any successor in interest) assigns or attempts to assign the Agreement or any rights herein or in the Property, or the Public Body does not pay the Purchase Price for and take title to the Property upon proper tender of conveyance by the Agency pursuant to the Agreement, then the Agreement and any rights of the Public Body or any successor or assign of the Public Body or transferee of the Property under the Agreement or arising therefrom, with respect to the Agency or the Property, shall at the option of the Agency be terminated by the Agency. In such event, except for the right of the Agency to damages for such breach afforded by law, neither the Public Body (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

Section 4. Delays Beyond Control of Parties. For the purposes of the Agreement, neither the Agency nor the Public Body, as the case may be, nor any successor of either of them shall be considered in breach of or in default under its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within sixty (60) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 5. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 1. Conflict of Interest. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Public Body or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Public Body or successor or on any obligations under the terms of the Agreement.

Section 2. Equal Employment Opportunity. The Public Body, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the Public Body and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the

Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

"Section _____ Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Public Body as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and after October 13, 1968, because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin, and after October 13, 1968, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin, and after October 13, 1968, without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purpose of including such provisions in any construction contract or purchase order, as required by this Section 2, the term "Public Body" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Section 3. Notice. A notice or communication under the Agreement by either party to the other shall be sufficiently given

or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) in the case of a notice or communication to the City, is addressed as follows: City-County Building, Fort Wayne, Indiana, and

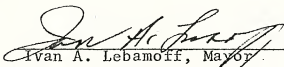
(b) in the case of a notice or communication to the Agency, is addressed as follows: Department of Redevelopment, City-County Building, or is addressed in such other way in respect to either party as that party may, from time-to-time, designate in writing dispatched as provided in this Section.


Section 4. Agreement Survives Conveyance. None of the provisions of the Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Public Body or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

Section 5. Counterparts. The Agreement is executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

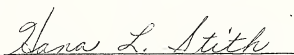
IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Public Body has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

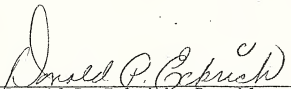
ATTEST:


Ivan A. Lebamoff, Mayor


Charles W. Westerman, City Clerk

ATTEST:


Hana L. Stith, Secretary


Donald P. Eckrich, President
FORT WAYNE REDEVELOPMENT COMMISSION
GOVERNING BODY OF CITY OF FORT WAYNE
DEPARTMENT OF REDEVELOPMENT

SCHEDULE B

Block 52 (Lots Numbered 713 through 720) in Samuel Hanna's Addition, an Addition to the City of Fort Wayne.

Together with alleys between or adjacent to the aforesaid lots.

A portion of Block 57 described as Lots 83, 84 and 85 in Rockhill and Nelson's Addition, an addition to the City of Fort Wayne and Lots 8, 9 and 10 in Jones Addition, an Addition to the City of Fort Wayne.

Also, Lot numbered Two (2) in McMakin's Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof, and also:

That part of Lot Numbered (3) in said McMakin Addition, described as follows:

Commencing at the North West corner of said lot, said point being at the intersection of the East line of the Alley in the rear of said lot and the South line of Lavina Avenue, thence South along the East line of said alley, being the West line of said lot, ten (10) feet; thence Easterly 26.8 feet to a point on the North line of said lot Twenty-Five (25) feet South of the place of beginning, thence northwesterly with the North line of said Lot to the place of beginning.

DIGEST SHEET

TITLE OF ORDINANCE: Resolution approving and Ratifying contract

76-02-28

DEPARTMENT REQUESTING ORDINANCE: Community Development & Planning

SYNOPSIS OF ORDINANCE: Resolution approving and ratifying contract agreement:

between Redevelopment Department and the City of Fort Wayne to purchase Parcels
#1, 3 and 4 as described in contract to close Neighborhood Development Program

EFFECT OF PASSAGE: Federal Neighborhood Development Program Project will be closed
and City of Fort Wayne will receive title of property.

EFFECT OF NON-PASSAGE: NDP Project will not be closed and title of property will
not be transferred to City of Fort Wayne.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): Community Development
Grant monies in the amount of \$65,000

ASSIGNED TO COMMITTEE (J.H.): Finance *John*